



Singapore Branch Documents for Applying Company Accounts

新加坡分行-公司開戶送件檢核表

Application Form (開戶表格)	
	(a) Account Opening Forms and Other Documents (開戶申請書)
	(b) Declaration of Intended Usage of Account (For Corporate Accounts) (帳戶用途聲明(公司戶))
	(c) Joint Notice on Personal Data Protection for SG & TW (新加坡及台灣個人資料保護法聯合告知書)
	(d) FATCA 相關表格 <input type="checkbox"/> 若非美籍公司，請填寫聲明書 (FATCA Self-Certification Form for Entities 及 W-8BEN-E) <input type="checkbox"/> 若美籍公司，請填寫聲明書 (FATCA Self-Certification Form for Entities) , W9 及同意書 (Waiver) ** W9 及同意書 (Waiver)，請自行至本行網站(https://www.megabank.com.tw/abroad/singapore/zh-tw/) 首頁>選單>文件下載>「FATCA暨CRS專區」下載
	(e) CRS Self-Certification Form - Entity (共同申報準則自我證明表格 - 實體) Controlling Persons 控權人: Complete this part if the entity account holder is a passive NFE (法人帳戶持有人是消極性非金融機構需要再填寫) <input type="checkbox"/> CRS Self-Certification Form - Controlling Person (共同申報準則自我證明表格 - 控權人) ** CRS-Controlling Persons表格、CRS常見問題 (FAQ) 及CRS表格內採用的關鍵名詞及措詞釋義，請自行至本行網站(https://www.megabank.com.tw/abroad/singapore/zh-tw/) 首頁>選單>文件下載>「FATCA暨CRS專區」下載
基本證照	
	1. Certificate of Incorporation & Memorandum and Article of Association (with the company stamp and chairman's signature) (公司執照及組織章程影本，加蓋公司章及代表人簽名。)
	2. Certificate of Incumbency (公司註冊證明書影本。)
	3. Certificate Copy of Directors and Shareholders lists, with the company stamp and chairman's signature (股東名冊及董監事名冊影本，加蓋公司英文章及代表人簽名。)
	4. ID Card and Passport Copy of Directors and Authorized Signatories (董事及有權簽字人員身分證及護照。請本人於影本上簽名，與護照簽名一致。)
	5. Single shareholder equity more than 25% has to provide the shareholder's passport and ID card photocopy (單一股東持有股權超過(含)25%以上，則請再提供股東之護照及身分證影本，併請本人於影本上簽名，與護照簽名一致。)
	6. To verify that the given address is the current place of residence of the authorized signatory, senior management, and beneficial owner, they need to provide relevant documentation if it doesn't match the address listed on their ID card. Acceptable proof of address documents, such as utility bills (electricity, water, gas), telecommunications/internet bills, credit card/bank statements, rental agreements, among others, must be issued within the last 6 months. (如果授權簽署人、高級管理人員和實質受益人所填寫的居住地與其身份證上列出的地址不一致時，他們必須提供相關文件，以證明所填地址是他們目前的居住地。可接受的住址證明文件必須是最近6個月內的。例如，水電費帳單、電訊/網路費帳單、信用卡/銀行帳單、租賃合約等。)
	7. All account opening documents shall be authentically signed instead of being stamp (所有文件請務必由有權簽字人親簽，不接受蓋章。)
	8. 持股25%以上之法人股東，需再填寫(c) and (d)表格及提供1,2,3,4,5項資料



MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.

Singapore Branch (Incorporated in Taipei, Taiwan, R.O.C.)

80 Raffles Place, #23-20, UOB Plaza II, Singapore 048624

Tel: (65) 6227 7667 Fax: (65) 6227 1858 SWIFT: ICBCSGSG UEN No. S96FC5249G

Dear Customers,

Please be informed that our Branch Banking System Server has been improved from the stand-alone to the online/real time connection with the Taipei Headquarter in the mid of year 2009.

The branch recognizes that it is important for you to know how we deal with the personal and financial information. We wish to emphasize that there are banking secrecy regulations governing in Singapore that the branch must comply with. The branch will work in accordance with the Internet Banking and Technology Risk Management Guidelines for the centralization of the bank AS/400 Overseas Branch System Server. We will use our best endeavors to ensure that any requirement to disclose customer information has been properly made so that confidentiality of all customer information will not be compromised.

We would like to take this opportunity to thank you for your support and serving you is always our utmost priorities. Should you have further clarification, kindly contact our Business Department at 6508-4202 or dial our general line at 6227-7667 for assistance.

親愛的客戶您好,

本分行之電腦系統已於2009年中由獨立作業系統提升為即時連線系統, 因此本分行使用之電腦主機並已移轉至本行總管理處之資訊中心。

茲再強調本分行對 貴客戶之銀行往來資料, 仍當依新加坡相關銀行客戶資料保密法之規定予以保密。本分行皆遵照新加坡金融管理局之網路銀行及電腦風險管理指導原則, 辦理分行電腦系統之集中化管理作業。

謹藉此機會感謝 貴客戶的支持, 選擇本行為您的往來銀行。提供您最佳的服務一直是本行最優先的職責, 如您需要進一步瞭解, 請與我們的營業部門聯絡 <<專線電話(65) 6508-4202或總機(65) 6227-7667轉221>>

敬祝

身體健康 萬事如意

Vice President & General Manager

經理 蔡戊鑫 敬上



MEGA INTERNATIONAL COMMERCIAL BANK, CO., LTD
SINGAPORE BRANCH
ACCOUNT OPENING FORM AND OTHER DOCUMENTS
(CORPORATE)



Description of Documents

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A. ACCOUNT OPENING FORM

To: Mega International Commercial Bank, Singapore Branch ("Bank")

We hereby request the Bank to open the following account(s):

Account Type:	Currency:
<input type="checkbox"/> Current Account <input type="checkbox"/> Fixed Deposit <input type="checkbox"/> Other: _____	_____ _____ _____
Account Name:	
Particulars of Applicant / Account Holder:	
Entity Type (*delete / fill as is applicable): <ul style="list-style-type: none"> Sole Proprietorship Partnership Private Limited Company Public Listed Company Club/ Society/ Association Limited Liability Partnership Non-profit Organization Financial Institution Others: 	
Name of Entity (as in certificate of incorporation / change of name): _____	
UEN / Company Registration No: _____	
Date of Incorporation: _____	
Country of Incorporation: _____	
Tax Identification Number: _____	
Registered Address:	
Mailing Address (if different from registered address above):	
Nature of Business / Industry:	
E-statement Contact Person Details:	
Telephone No: _____	
Fax No: _____	
Email: _____	
Name of representative: _____	
Designation: _____	
Details of related accounts with the Bank and introducer (if any)	

B. SIGNATURE CARD**SPECIMEN SIGNATURE CARD (CORPORATE)**

The following persons are authorised on behalf of the Applicant as its representatives in relation to the Bank. The specimen signatures for the Bank's reference are set out below.
The signing requirements applicable to the following persons are (*to be deleted and/or filled as is applicable):

SINGLE / JOINT (ANY ___ OF ___)

(*Please cross out any signature boxes not filled)

Signature:		Signature:	
Full Name (as in passport):		Full Name (as in passport):	
NRIC/PP No.:	Gender: M / F	NRIC/PP No.:	Gender: M / F
Position Held:		Position Held:	
Date of Birth (dd/mm/yyyy):		Date of Birth (dd/mm/yyyy):	
Residential Address:		Residential Address:	

Signature:		Signature:	
Full Name (as in passport):		Full Name (as in passport):	
NRIC/PP No.:	Gender: M / F	NRIC/PP No.:	Gender: M / F
Position Held:		Position Held:	
Date of Birth (dd/mm/yyyy):		Date of Birth (dd/mm/yyyy):	
Residential Address:		Residential Address:	

Signature:		Signature:	
Full Name (as in passport):		Full Name (as in passport):	
NRIC/PP No.:	Gender: M / F	NRIC/PP No.:	Gender: M / F
Position Held:		Position Held:	
Date of Birth (dd/mm/yyyy):		Date of Birth (dd/mm/yyyy):	
Residential Address:		Residential Address:	

Signature:		Signature:	
Full Name (as in passport):		Full Name (as in passport):	
NRIC/PP No.:	Gender: M / F	NRIC/PP No.:	Gender: M / F
Position Held:		Position Held:	
Date of Birth (dd/mm/yyyy):		Date of Birth (dd/mm/yyyy):	
Residential Address:		Residential Address:	

C. APPLICATION AND DECLARATION

1. The Applicant requests Mega International Commercial Bank Co. Ltd, Singapore Branch (the “**Bank**”) to allow the Applicant to open the account(s) in the currency as specified in the Account Opening Form. In connection with the foregoing:
 - (a) the Applicant agrees that the Bank has the sole and absolute discretion whether or not to approve this application, and if this application is rejected, the Bank is not under any obligation whatsoever to render any reason/explanation for the rejection;
 - (b) the Applicant expressly and irrevocably authorises the Bank to conduct credit checks and all other checks the Bank deems necessary (including, without limitation, for know-your-client, anti-money laundering and anti-terrorism purposes) on the Applicant and the persons identified as its representatives (whether in the signature card or elsewhere) and to verify the information and documents given in connection with this application with any person/authority without prior reference to the Applicant;
 - (c) where the Applicant has applied to open current account(s):
 - (i) the Applicant confirms that it has read and understood the Bank's Rules Governing Current Account, and that it agrees to be bound thereby (including by such amendments, alterations or variations thereof as may be introduced by the Bank from time to time);
 - (ii) the Applicant confirms that the current account(s) and subsequent current account(s) opened by the Bank in the name of the Applicant shall be established and operated by the Applicant's authorised signatories, with specimen signature(s) as set out in the signature card provided by or to be provided by the Applicant to the Bank (including such amendments, alterations or variations thereof as the Applicant may instruct the Bank from time to time);
 - (iii) the Applicant requests the Bank to provide the Applicant with a book of cheque forms for its use and to pay all cheques drawn by the Applicant on the said account(s);
 - (iv) the Applicant agrees not to overdraw its account(s) without prior arrangement with or approval of the Bank;
 - (d) where the Applicant has applied to open fixed deposit account(s):
 - (i) the Applicant confirms that it has read and understood the Bank's Rules Governing Fixed Deposit Account, and that it agrees to be bound thereby (including by such amendments, alterations or variations thereof as may be introduced by the Bank from time to time);
 - (ii) the Applicant confirms that the fixed deposit account(s) and subsequent fixed deposit account(s) opened by the Bank in the name of the Applicant shall be established and operated by the Applicant's authorised signatories, with specimen signature(s) as set out in the signature card provided by or to be provided by the Applicant to the Bank (including such amendments, alterations or variations thereof as the Applicant may instruct the Bank from time to time);
 - (iii) the Applicant requests and authorises the Bank, to open a fixed deposit account in its name and at any time subsequently to open such further fixed deposit account(s) in its name as it may direct, as well as to accept for credit of any of its account(s), any cheque, draft, bill of exchange, promissory note or other instrument made payable to the Applicant;
 - (e) the Applicant agrees:

- (i) that the Applicant's attention has been brought to the provisions in the Bank's Rules Governing Current Account and/or the Bank's Rules Governing Fixed Deposit Account (as the case may be) entitled "Consent for Disclosure" on disclosure of information of the Applicant's account(s) held with the Bank;
 - (ii) to supply any additional information and documentary proof as the Bank may require in connection with this application, the provision of any service and/or the operation of any facility hereunder and such information and documents shall thereby become and remain the property of the Bank;
 - (iii) to promptly inform the Bank of any changes to such information and documents provided in connection with this application and pursuant to paragraph (ii) as well as any change in relevant personal information or circumstances (including, without limitation, any material adverse change in financial condition or any change in the ultimate beneficial ownership of the Applicant and/or its account(s), domicile, address of record and any additional information which affects the Applicant's tax position);
 - (iv) that each of the Applicant, its shareholders and beneficial owners remains fully responsible for taking advice from tax experts in the jurisdiction of its tax residence or any other similarly qualified advisers or persons, and acknowledge that the Bank shall neither be responsible for nor provide any tax advice to the Applicant, its shareholders and beneficial owners;
- (f) the Applicant authorises the Bank to honour and comply with all instructions in writing signed by its authorised signatory / signatories in accordance with its signature mandate as stated herein, including but not limited to:
- (i) all payment instructions signed in accordance with the Applicant's signature mandate;
 - (ii) all instructions relating to withdrawals and renewal of deposits, payments and transfer of funds from one account to any other account opened by the Applicant with the Bank;
 - (iii) all instructions any transaction of any kind including the purchase or sale of or other dealings in any foreign currency;
- (g) the Applicant agrees to furnish an Indemnity For Electronic Communications (in the form as set out herein) where the Applicant requests and authorises the Bank to rely and act upon any communication or instructions or document(s) that the Applicant transmits or purports to transmit to the Bank by any electronic transmission acceptable to the Bank;
- (h) the Applicant agrees to release the Bank and its related entities or affiliates as well as their shareholders, officers, owners, directors, employees, agents, representatives, successors and assignees (collectively, the "**Indemnified Parties**") from any and all liability or responsibility for any loss, cost, damage or expense which the Applicant may suffer or incur as a result of the Bank and the other Indemnified Parties relying on information and documents (as well as changes and updates) and/or specimen signature(s) provided by the Applicant and/or its authorised signatories;
- (i) the Applicant agrees to hold harmless and indemnify the Bank and the other Indemnified Parties (as defined in sub-clause (h)) from any and all liability or responsibility for any loss, claim, damage or expense which the Indemnified Parties may suffer or incur as a result of the Bank and the other Indemnified Parties relying on information and documents (as well as changes and updates) and/or specimen signature(s) provided by the Applicant and/or its authorised signatories;
- (j) the Applicant authorises the Bank to debit at any time and from time to time any of its account(s) with any and all sums, obligations and liabilities (including commission, service

charges, interest, fees, costs, and expenses) owed or otherwise payable by the Applicant to the Bank;

2. The Applicant declares and warrants to the Bank as follows:

- (a) Information and Documents: the information and documents provided in connection with the following are true, accurate and complete:
 - (i) the Account Opening Form (including the profile of the Applicant as set out therein);
 - (ii) the signature card (including the specimen signatures of the persons authorised by the Applicant as its representatives in relation to the Bank);
 - (iii) the Certified Extract of the Resolutions of the Applicant (substantially in the form as set out herein) furnished to the Bank pursuant to its application. In relation to the foregoing, the Applicant further warrants that such resolutions of the Applicant were passed in accordance with the procedures set out in the constitution of the Applicant and that such resolutions of the Applicant have not been rescinded or modified and remain in full force and effect;
 - (iv) the Applicant's declaration of beneficial ownership (including the profile of beneficial owner(s));
- (b) No Sanctions: the Applicant, its shareholders and beneficial owners do not and shall not have any dealings or connection with any government or agency and any entity incorporated / individuals residing in any country under sanction /restrictions imposed by various international agencies such as OFAC, EU, UNSC, HM treasury & other relevant authorities as well as by local regulators, issued from time to time. The Applicant hereby authorises the Bank to freeze or close the Applicant's account(s), if proved otherwise, without any notice to the Applicant;
- (c) Beneficial Owner of Account(s): the beneficial ownership and control of the account(s), investment(s) and monies belong and shall belong solely to the Applicant, and that the Applicant is acting on its own behalf and not in a trustee capacity unless otherwise disclosed to the Bank;
- (d) Non-US Person:

☐ No; none of the Applicant and its shareholders, beneficial owners, authorised representatives, directors, secretaries and key executive officers is a U.S. corporation, partnership or any other entity incorporated or formed under the laws of the U.S. or any state or local government in the U.S. or an agent or the nominee of any such U.S. person or otherwise a "U.S. person" for U.S. federal income tax purposes;

☐ Yes; the Applicant and/or its shareholders, beneficial owners, authorised representatives, directors, secretaries and key executive officers is a U.S. corporation, partnership or any other entity incorporated or formed under the laws of the U.S. or any state or local government in the U.S. or an agent or the nominee of any such U.S. person or otherwise a "U.S. person" for U.S. federal income tax purposes. In this regard, the following person(s) is / are U.S. person(s): _____;
- (e) Tax Status: [**delete as is applicable*]
 - (i) the control and management of the Applicant's business [is]/[is not]* exercised in Singapore;
 - (ii) the Applicant [has received a withholding tax waiver letter from the Inland Revenue Authority of Singapore and has or will provide the Bank with a certified true copy of such letter]/[has not received a withholding tax waiver letter from the Inland Revenue Authority of Singapore]*;

- (iii) the Applicant [has a permanent establishment in Singapore]/[does not have a permanent establishment in Singapore]* and has or will provide the Bank with a certified true copy of the Applicant's constitutional documents;
- (iv) the funds placed by the Applicant with the Bank [are]/[are not]* obtained from a Singapore operation; and
- (v) the Applicant [is]/[is not]* carrying on a business in Singapore by itself or in association with others,

and if at any time there is a change in the status declared above, the Applicant will notify the Bank in writing immediately;

Explanatory Notes:

1. Under the Income Tax Act 1947 of Singapore, a non-resident company is subject to withholding tax on interest earned from deposits if:
 - a. it is a permanent establishment (including a branch) in Singapore or is carrying on a business in Singapore by itself or in association with others; or
 - b. the funds placed with the Bank are accrued in, derived from or otherwise obtained from a Singapore source.

The withholding tax rate is at the prevailing Singapore corporate tax rate.

A non-resident company may obtain a waiver from the Inland Revenue Authority of Singapore (IRAS) to waive the requirement to withhold tax. A copy of the waiver letter from IRAS should be presented to the Bank the company does not wish for any withholding tax to be deducted from interest to be paid/credited to the company.

2. Control and management

A company, whether incorporated locally or overseas, is considered to be a resident in Singapore for tax purposes if its effective control and management (as opposed to day-to-day administration) is exercised in Singapore. As a general rule, the place of residence of a company is where the Directors of the company manage and control its business and where they hold their board meetings.

3. Permanent establishment

Permanent establishment is a fixed place where the business is wholly or partly carried on, including a place of management, a branch, an office, a warehouse, a building or work site or a construction, installation or assembly project in Singapore.

In addition, a company shall be deemed to have a permanent establishment if that company has another person acting on its behalf in Singapore who:

- a. habitually exercises an authority to conclude contracts;
- b. maintain a stock of goods or merchandise for the purpose of delivery on behalf of that company; or
- c. habitually secures orders wholly or almost wholly for that company or such other enterprises as are controlled by that company.

4. Carrying on a business in Singapore

The following activities carried out by a company within Singapore may suggest that the company is carrying on a business in Singapore:

- a. if contracts are concluded in Singapore and are performed partly or wholly

	here;
b.	if the property in goods passes in Singapore or the performance of services takes place here;
c.	if stocks of goods are maintained here;
d.	if manufacturing, contracting and similar operations are carried on in Singapore;
e.	if receipts of proceeds of sales or services are in Singapore, but only if such receipts are in association with one or more of the other activities stated earlier; and/or
f.	if services are performed or provided in Singapore.

(f) Tax Compliance:

- (i) each of the Applicant, its shareholders and beneficial owners has fully complied on a timely basis with all applicable obligations in relation to tax that it is subject to. Without prejudice to the generality of the foregoing:
 - (A) each of the Applicant, its shareholders and beneficial owners has paid all tax which it has become liable to pay in all relevant jurisdictions and is not, and has not been, liable to pay a penalty, surcharge, fine or interest in connection with any tax, and there are no circumstances by reason of which it may become liable to pay any penalty, surcharge, fine or interest in connection with tax;
 - (B) each of the Applicant, its shareholders and beneficial owners has deducted or withheld all tax which it has been obliged by law to deduct or withhold from amounts paid by it and has properly accounted to the relevant tax authority for all amounts of tax so deducted or withheld;
 - (C) each of the Applicant, its shareholders and beneficial owners has within applicable time limits made all returns, provided all information, given all notices and maintained all records in relation to tax as it is required to make, provide, give or maintain in all relevant jurisdictions;
 - (D) there has not been any willful and/or fraudulent tax evasion on the part of the Applicant, its shareholders and beneficial owners involving omissions, falsifications or fraudulent conduct perpetrated with willful intent to evade tax or to assist others in evading tax; and
 - (E) each of the Applicant, its shareholders and beneficial owners has not knowingly caused, attempted to cause, done any act with intent to cause or defaulted in performance of any duty imposed upon it under law with intent to cause the refund to any person by the tax authority of any amount in excess of the amount properly so refundable to that person;
- (ii) each of the Applicant, its shareholders and beneficial owners remains fully responsible for its own tax affairs and ensuring that its account(s) maintained with the Bank are in compliance with the tax laws applicable to it (including but not limited to tax laws of the relevant jurisdiction within which it resides, it is domiciled in or tax citizen of);
- (iii) no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitration involving the Applicant, its shareholders and beneficial owners with respect to tax is pending, threatened or contemplated;
- (iv) each of the Applicant, its shareholders and beneficial owners has not willfully committed or been convicted of any tax crimes or other serious tax offences;
- (v) for the purposes of this Clause 2(f) (Tax Compliance) above:

- (A) “tax” means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto; and
- (C) “tax authority” means a taxing or other governmental (local or central), state or municipal authority of any jurisdiction which is competent to impose a liability for or to collect tax;

(g) Legitimate Source(s): all monies which will be paid to the Bank is from legitimate source(s);

3. Politically Exposed Person(s): the Applicant declares and warrants as follows:

☐ No; the Applicant’s controlling shareholders/beneficial owners*, directors, secretaries, key executive officers and their immediate family member(s) and/or close associate(s) do not hold, have never held, are not actively seeking, and are not being considered for a position with “prominent public functions” (as defined under MAS Notice No. 626 issued by the Monetary Authority of Singapore as amended and supplemented from time to time);

☐ Yes; the Applicant’s controlling shareholders/beneficial owners*, directors, secretaries, key executive officers and their immediate family member(s) and/or close associate(s) is / are holding, have held (in the past 3 years), is / are actively seeking, and is / are being considered for a position with “prominent public functions” (as defined under MAS Notice No. 626 issued by the Monetary Authority of Singapore as amended and supplemented from time to time). In this regard, the following person(s) is / are Politically Exposed Person(s): _____;

(*Note: “Controlling shareholders/beneficial owners” refers to shareholders/beneficial owners who whether singly or in aggregate hold or exercise direct or indirect control of 25% or more of the total number of issued shares of the Applicant at any time or exercise de facto control over the Applicant.)

4. The Applicant, having received and reviewed the Bank’s Rules Governing Current Account and/or the Bank’s Rules Governing Fixed Deposit Account (as the case may be), acknowledges that the Bank may be required by law to make disclosures to governmental and international authorities or agencies. The Applicant consents without limit to the Bank disclosing any information possessed by the Bank in connection with the Applicant and its authorised representatives, where the Bank is required to by any law, including but not limited to the purpose of the Bank’s compliance with anti-money laundering, anti-terrorism and or know-your-client regulations. The Applicant acknowledges and agrees that the Bank may make such disclosures at any time, without reference or notice to the Applicant or the Applicant’s authorised representatives. The Applicant warrants to the Bank that it has obtained the acknowledgment and consent of all its authorised representatives to the foregoing, and will keep the Indemnified Parties harmless and indemnified from any claim(s) made by the Applicant’s authorised representatives in respect of any such disclosure by the Bank;

5. Other declarations / warranties and agreements (if applicable): _____.

Note: Unless a contrary indication appears, any reference to a set of terms and conditions, provision of law or regulation is a reference to that set of terms and conditions, provision or regulation as amended or re-enacted from time to time.

Applicant Name: _____

Signed for and on behalf of Applicant
Signature of Authorised Signatory of Applicant:

Name:
Designation:
Date:

***Signed for and on behalf of Applicant**
Signature of 2nd Authorised Signatory of Applicant (if applicable):

Name:
Designation:
Date:

Witnessed by
Signature of Witness:

Name:
Designation:
Date:

D. RULES GOVERNING CURRENT ACCOUNT

OPENING OF ACCOUNT

1. In opening a Current Account ("**the Account**"), the applicant ("**the Account Holder**") agrees to abide by and be bound by the rules set out herein and as amended and in force from time to time ("**these Rules**") for the operation of the Account by means of any method of operation of the Account that may be made available by the Bank. To open the Account, the Account Holder shall make the minimum initial deposit, complete such documentation and provide such references, information and/or assistance as the Bank may require (including, where relevant, the provision of identification documents) to enable the Bank to comply with its obligations under all applicable laws, rules and regulations for anti-money laundering and countering of terrorism financing purposes.

OPERATION OF ACCOUNT

2. **Cheque Books and Bank Forms**

- (a) Upon receipt of a cheque book, the Account Holder shall count the number of cheque forms and examine the account number and serial numbers carefully. Any discrepancy or irregularity found must be reported to the Bank immediately in writing. The Account Holder must keep its cheque forms and cheques safely and must inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen. The Account Holder shall be liable for all losses resulting from any cheque form or cheque being mislaid, lost or stolen including, without limitation, losses due to forged or altered cheques.
- (b) The Account Holder shall complete such forms as the Bank may require for making payments into and withdrawals from the Account. The Account Holder shall ensure that after every payment the deposit slip is machine validated or initialed by a responsible Bank Officer with the Bank's stamp before leaving the counter. The Bank reserves the right to alter any incorrect items stated on the deposit slip. Records kept by the Bank shall be final and conclusive as against the Account Holder, save for manifest error.

3. **Authorised Account Signatures**

- (a) The Account Holder should notify the Bank promptly in writing of any change or variation in its signature or those of the authorised signatories or the authorised manner of signing. The Bank shall be entitled to a reasonable period of time (of not less than (7) business days from receipt) to process such notification of change.
- (b) The Bank shall be entitled to dishonour any cheque bearing a signature different from the specimen signature of the Account Holder or authorised signatory (as the case may be) or not drawn in accordance with the list of authorised signatories or not signed in the authorised manner prevailing at the time of presentation.
- (c) The Bank may in its absolute discretion honour any cheque or other instrument
 - (i) signed by an authorised signatory but presented after his or her death, regardless of whether the Bank has received notice of the death; or
 - (ii) bearing a facsimile signature similar to the specimen signature with the Bank. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp.
- (d) Dishonoured cheques may be returned by post to the Account Holder at the Account Holder's risk and expense.

4. **Instructions**

- (a) Where the account is in joint names or there are more than one authorised signatory:
 - (i) In honouring cheques and all other instructions to debit the Account and stop payment instructions, the Bank shall act in accordance with its written mandate; and
 - (ii) For all other matters, the Bank shall be entitled to act on the instructions (whether oral or written) of any one of the Account Holders or authorised signatories.
- (b) If, prior to acting on instructions received from one signatory, the Bank receives contradictory instructions from another signatory, the Bank shall immediately thereafter act only on the mandate of all signatories to the Account.

5. **Proper Drawing of Cheques**

- (a) In operating the Account, the Account Holder shall not draw any cheque in such manner as to facilitate fraud or forgery, and shall notify the Bank as soon as it becomes aware of any fraud or forgery. In drawing cheques on the Bank, the amount in words and figures should be written distinctly and in a way that leaves no space between words and figures or between the amount and the words "Dollars/other currency" or the "\$/other currency" sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word "only".
- (b) Cheques drawn on the Bank shall be on forms supplied by the Bank and registered for each Account. The Bank may in its absolute discretion refuse to honour drawings made on other forms or forms not registered for that Account.

6. **Altered And/Or Forged Cheques**

- (a) All alterations on cheques must be confirmed by the full and complete signature of the Account Holder or its authorised signatories. The Bank shall be entitled, without liability to dishonour cheques where alterations are not so confirmed.
- (b) The Bank shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by the use of erasable ink, pens or typewriters or any other equipment with built in erasure features or by the use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected.

7. **Stop Payment Orders**

The Bank may, in its absolute discretion, refuse to act on any stop payment instructions unless it receives a written request signed by the Account Holder or the requisite number of authorised signatories. The Bank will effect stop payment instructions based on the cheque number.

8. **Marked Cheques**

- (a) The Bank mark cheques as "good for payment" to another bank, in which case, the Account Holder's account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped.
- (b) The Bank may but is under no obligation to present cheques on behalf of the Account Holder to the drawee bank for marking.

9. **Instruments Must Clear**

Except by special arrangement and at the Bank's absolute discretion, cheques (including marked cheques) and other instruments deposited into the Account Holder cannot be drawn against until the proceeds thereof have been received by the Bank and cash deposited may be not drawn on until the following business day. Any credit given by the bank to the Account Holder on cheques and other instruments deposited in the Account is provisional and shall be reversed if the full proceeds are not received by the Bank.

10. **Third Party Cheques**
The Bank may refuse to accept for collection cheques and other instruments payable to third parties or to their order.
11. **Deposits/Withdrawals**
 - (a) Cash withdrawals may be made subject to availability of the foreign currency notes and adequate notice being received by the Bank.
 - (b) The Bank reserves the right not to accept deposit in any currency. Deposits made by way of foreign cheques/drafts are given value depending on the Bank's discretion and according to any applicable laws or by-laws for the time being in force.
 - (c) The Bank may impose commissions and charges at the Bank's prescribed rate on any deposits and/or withdrawals.
12. **Closure of Account**
The Bank may at any time in its absolute discretion and without giving any reason therefore close the Account after seven (7) days' notice. Upon the closing of the Account (whether by Account Holder or the Bank), the Account Holder shall immediately return all unused cheque forms to the Bank.
13. **Overdrafts**
 - (a) In the absence of prior arrangement on approval, the Account shall not be overdrawn. A charge will be levied on each cheque returned due to insufficient funds and the Bank may close the Account if cheques continue to be returned due to insufficient funds. Overdrafts facilities may be permitted at the discretion of the Bank.
 - (b) Any overdraft advanced by the Bank shall be payable by the Account Holder forthwith upon demand by the Bank together with interest and any bank charges. Interest on daily debit balances shall accrue daily with monthly rest at such rate as the Bank may from time to time determine, such interest to accrue as well as before judgement.
14. **Statements and Verifications**
 - (a) Statements of account ("**Statement of Account**") in such form as the Bank may deem appropriate will be dispatched to the Account Holder on such periodic basis as the Bank may from time to time determine or on such other periodic basis as may be requested by the Account Holder and agreed to by the Bank. The Account Holder shall promptly notify the Bank in writing if the Account Holder does not receive the Statement of Account within 7 days of the expected date of receipt thereof.
 - (b) The Account Holder is under a duty to:
 - (i) monitor the balance of the Account at all times;
 - (ii) examine all entries in the Statement of Account;
 - (iii) within fourteen (14) days of the date of the Statement of Account notify the Bank in writing of any omission from or debits/credits wrongly made or made without authority or inaccurate entries in such Statement of Account; and (iv) sign and return any confirmation slip, including any required for audit purposes (if requested to do so).
 - (c) If the Bank does not receive any written notification pursuant to Clause 14(b)(iii) within 21 days from the date of the Statement of Account, then, at the end of the said 21 days, the Account as kept by the Bank shall be conclusive evidence, without any further proof, that, except as to any alleged errors so notified, the Account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and further the Account Holder shall be bound by such entries in the Account and the Bank shall be free from all claims in respect of the Account. Notwithstanding the foregoing, the Bank reserves the right upon giving notice to the Account Holder to add to and/or alter the entries in the Account in the event of missing and/or incorrect entries or amounts stated therein.
15. **Disclosure**
By applying for the Account, the Account Holder irrevocably and unconditionally authorises and consents to the disclosure of any information relating to the customer and the Account by the Bank to any person, at any time and for any purpose, including without limitation disclosures to:
 - (a) the Bank's parent or ultimate holding company, any of the Bank's affiliates (including branches or head office) whether in or outside Singapore;
 - (b) The Account Holder irrevocably and unconditionally authorises and consents to the disclosure of any information;
 - (c) the Monetary Authority of Singapore and any statutory and revenue authorities in any relevant jurisdiction;
 - (d) any person or organisation whether in Singapore or elsewhere, engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been out-sourced;
 - (e) any person to whom disclosure is permitted or required by the Banking Act 1970 ("**Banking Act**") or to any other person or entity in connection with any statutory provision, law or regulations, including where required by any domestic or overseas regulators or tax authorities to establish the Account Holder's tax liability in any/or the relevant jurisdiction;
 - (f) any of the Bank's potential assignee or transferee;
 - (g) an administrator or executor of the Account, any Account Holder of a joint account or to any person whom the Account Holder has authorised the Bank to accept instructions from, on the Account Holder's behalf, in relation to the Account ("**Mandatee**"). For Accounts which have been converted from sole name to joint names, the disclosure to the Mandatee/administrator/ executor/the joint Account Holder(s) shall include disclosing any information relating to and any particulars of the Account(s) and affairs prior to the conversion of the Account(s);
 - (h) any person in compliance with, or whom the Bank in good faith believes is entitled to such relief pursuant to, the order, notice or request of any government agency or authority or courts in Singapore or of a jurisdiction where any of the Bank's overseas branches or offices are situated or where the Bank has assets;
 - (i) any person or organisation for the purpose of collecting and recovering for and on the Bank's behalf, or securing for the Account Holder's benefit or repaying on the Account Holder's behalf, any sums of money owing to the Bank from the Account Holder;
 - (j) in the case of a trust Account, to the beneficiary of the Account;

- (k) any person who is a recipient of a transaction initiated by the Account Holder (but only to the extent required to identify the Account Holder as the originator of the transaction) or to any person who is a potential sender of a transaction to the Account Holder (but only to the extent required to confirm the Account Holder's identity as the intended beneficiary of the transaction) or to any person who has successfully sent a transaction to the Account Holder (but only to the extent required to confirm the Account Holder identity as the recipient of the transaction);
- (l) any person which the Bank believe in good faith to be the Account Holder or the Account holder's authorised signatory;
- (m) where the Account Holder is below the age of 18 years, to the Account Holder's parent or legal guardian;
- (n) the Account Holder's solicitors or legal representatives. For this purpose, the Account Holder agrees that the Bank may reasonably rely on any correspondence from such persons or entities stating to be the Account Holder's solicitors or legal representatives;
- (o) any person or organisation to clarify or correct any wrongful or erroneous belief, representation or allegation to any third party, whether made by the Account Holder or on the Account Holder's behalf, both in public and in private, regarding any of the Bank's dealings with the Account Holder or otherwise in relation to the Bank's products, processes or policies, regardless of the form of media or platform which may include but is not limited to, published articles, posts, complaints or petitions;
- (p) any person, corporation, firm, partnership, limited partnership, limited liability partnership, society, association, trade union, institution and other business concern, whether local or foreign, where the Bank in good faith deem it reasonable to make such disclosure;
- (q) the Bank's auditors and any person or organisation, providing electronic or other services to the Bank and the Bank's customers, whether in Singapore or outside Singapore for the purpose of providing the said services including but not limited to investigating discrepancies, errors or claims;
- (r) the police or any public officer conducting an investigation in connection with any offence;
- (s) any banks, financial institutions, credit reference agents, credit bureau or any other organisation or corporation or to any member thereof, for the purposes of, without limitation, assessing the Account Holder's credit information;
- (t) (i) the courts or other judicial bodies in any judicial proceedings (A) concerning the Account Holder, the Account, or (B) to which the Bank is a party where the Account and/or transaction(s) pertaining to the Account may be a relevant issue, and/or (ii) any authority, whether governmental or quasi-governmental or statutory body or to such person(s) as the Bank or any of the Bank's affiliates (including branches or head office) whether in or outside Singapore may be ordered or required to disclose under the laws of any jurisdiction;
- (u) such person(s) as may be referred to by law, regulations, guidelines, directives and/or regulatory authorities; and/or
- (v) the Bank's stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised cheques, Statements of Accounts, cards, labels, mailers or any other documents or items on which the Account Holder's name and/or other particulars appear, or any data or records or any documents whatsoever.

The Bank's rights under this clause shall be in addition to and without prejudice to the Bank's other rights of disclosures available pursuant to the Banking Act 1970 of Singapore (as may be amended or revised from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights. The consent under this clause shall survive the Account Holder's death, incapacity or dissolution, the termination of any or all of the Account Holder's Accounts and/or the termination of any relationship between the Account Holder and the Bank for any reason whatsoever.

16. **Joint Accounts**

For joint accounts, the Account Holder shall be jointly and severally liable for all liabilities incurred on or debit balances in the Account and upon the death or bankruptcy of any of the Account Holders, the Bank may in its absolute discretion suspend the Account.

17. **Special Provisions for Partnerships**

- (a) Where the Account Holder is a partnership, upon the charge of the firm's constitution by death or resignation or bankrupt or otherwise of a partner, the Bank may, in the absence of written notice to the contrary treat the remaining partner as having full power to carry on the business of the firm and to deal with the Account as if they had been no change in the firm's constitution.
- (b) All provisions herein contained shall bind all partners jointly and severally notwithstanding any change in the constitution, or name of the firm or the admission of any new partner or modification or termination of any power of any partner.

18. **Account "In trust"**

The Bank is not required to recognise any person other than the Account Holder as having any interest in the Account. If the Bank should open the Account in the Account Holder's name "in trust" or "as nominee" or using some similar designation, whether or not for a specified third party, the Bank will accept cheques and other payment orders and other instructions relating to the Account from the Account Holder only and will not be required to obtain any consent from or see to the execution of any trust for any person, unless the Bank otherwise expressly agrees in writing.

19. **Place of Payment**

All moneys in the Account will be payable solely at the Bank's branch in Singapore where the Account is maintained.

20. **Bank's Agents**

The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Account Holder. Such bank or agent is deemed to be the agent of the Account Holder and the Bank shall not, in any circumstances, be responsible or liable to the Account Holder by reason of any act or omission of any such bank or agent, or by reason of loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by the Bank will be for the Account Holder's account.

21. **Charges And Right Of Debit**

- (a) The Bank may impose such charges as it may determine for any service provided by the Bank and on any account with credit balance below minimum balance prescribed by the Bank from time to time for such accounts. The Bank will make available the current rates of charges upon request.

- (b) Any payment by the Account Holder under these Rules shall be made free and clear of and without any deduction in respect of any tax or similar levies. In the event that any goods and services tax whatsoever ("GST") which expression shall include any tax of a similar nature that may be substituted for or levied in addition to it by whatsoever named called is now or hereafter chargeable by law on any payment hereunder, the Account Holder shall pay such GST in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment in respect of such GST, the Account Holder agrees to indemnify the Bank against the same.
 - (c) The Account Holder authorises the Bank to debit the Account at any time with interest and all amounts payable to the Bank.
22. **Bank Security Rights**
When the Bank accepts or incurs any liability at the request of the Account Holder, or when the Account is overdrawn, any funds, documents, instruments, chattels, bond, debentures, shares or other securities and other securities and other valuable held by the Bank in the name of the Account Holder (hereinafter called "**Collateral**") including Collateral in safe custody shall automatically be deemed to be pledged and charged to and constitute continuing security to the Bank for discharge of such liability and repayment of such overdraft. The Bank shall have the right to retain such Collateral (even if this necessitates the dishonouring of the Account Holder's cheques), or any part thereof until the liability and/or overdraft is discharged and/or repaid.
23. **Right Of Set-Off**
The Bank shall be entitled at any time without notice, to combine or consolidate all or any account of the Account Holder or all or any account in the name of any one or more of the Account Holders and set-off any credit balances (whether matured or not) in any one or more such accounts wheresoever situated including those in overseas branches against any liabilities of the Account Holders or of any one or more of them on any other account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, and several or joint. Where such set-off requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Bank) on the date of set-off. Furthermore, the Bank shall be entitled in the event of any breach by the Account Holder of these Rules or any default under or non-payment of any other debt, obligation or liability of the Account Holder to the Bank of whatsoever nature or kind, to sell any Collateral (as defined in Rule 22) by way of public or private sale without any judicial proceedings whatsoever, and retain from proceeds derived therefrom the total amount remaining unpaid, including all costs, legal fees and costs (on a full indemnity basis), charges and other expenses incidental to such sales. The Account Holder will immediately upon demand pay to the Bank the amount of any deficiency.
24. **Indemnity By Customer**
(a) The Account Holder agrees to indemnify the Bank for all losses, costs, damages, claims and expenses, including legal fees and costs (on a full indemnity basis), howsoever suffered or incurred by the Bank in the performance of its functions as banker for the Account Holder including as collecting banker guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee shall be deemed to have been given at the Account Holder's request; and
(b) In connection with the Bank's enforcement of its rights under these Rules or as a result of any non-compliance of these Rules by the Account Holder.
25. **Communication**
(a) The Account Holder shall notify the Bank immediately upon any change of relevant particulars such as authorised signatures, addresses, partners (for partnership accounts), Memorandum and Articles of Association (for company accounts) and constitution and/or rules (for societies, clubs and other unincorporated associations).
(b) All notices to and communication with the Account Holder and dishonoured cheques and other instruments may be sent by post, hand-delivery or such other manner as the Bank deems fit to the last address notified to the Bank and shall be deemed to have been received by the Account Holder on the day following such posting or on the day when it was so delivered.
26. **Force Majeure**
The Bank may suspend operations of any or all accounts and/or service if as a result of force majeure, any calamity or condition, industrial actions, computer breakdown or sabotage, or any other reason whatsoever, the Bank's customer record, accounts or services are not available or access to such records, accounts, services is hindered.
27. **Diminution And Unavailability Of Funds**
The Bank shall have no responsibility or liability to the Account Holder for any diminution in the value of funds due to taxes, depreciation or fluctuation in exchange rates, or for the unavailability of funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, acts of war or civil strife or other causes beyond the Bank's control. If the relevant currency's country of origin restricts availability, credit or transfers of such funds the Bank will have no obligation to pay to the Account Holder the funds in the Account whether by way of draft or cash in the relevant currency or any other currency.
28. **Credit Line**
(a) Where the Account Holder maintains a Deposit Account with the Bank, it may request on the Bank's prescribed form for a credit line to be granted at the Bank's sole discretion and on such terms and conditions and for such amount as the Bank may determine PROVIDED the Deposit Account is not already pledged or charged as security or otherwise encumbered in any way.
(b) Interest will be charged on the amount of the credit line utilised and at such rates and with such rests as may be specified by the Bank from time to time. Where the amount utilised exceeds the credit line, additional interest will be charged on the excess at such rates and with such rests as the Bank may determine.
(c) The Bank shall be at liberty without affecting its rights, at any time and from time to time without notice to the Account Holder, determine or vary the credit limit extended herein.
(d) The Account Holder hereby authorises the Bank to renew, without notice to the Account Holder, the deposits in the Deposit Account upon maturity for a similar period at the prevailing rate.
(e) Where a credit line has been granted, the Bank, in addition to any lien, right of set-off or other right conferred by law or otherwise, shall have a continuing right from time to time and at any time at the Bank's discretion, without prior notice or demand and without any restriction whatsoever, to set-off and transfer all or any part of the money in the Deposit Account in or towards payment or discharge of all or any monies or liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Account Holder in relation to such credit

line whether as principal or surety (hereinafter "**the Outstandings**") notwithstanding that the Deposit Account may not have matured, and whatever the currency of the Outstandings may be and for that purpose (without prejudice to the generality of the foregoing) the Bank may effect such combination or consolidation of accounts as the Bank may think fit. If any of the Outstandings are in a different currency from that of the Deposit Account, the Bank may apply the sums in the Deposit Account or any part thereof in purchasing the currency of the Outstandings at its own rate of exchange then prevailing.

- (f) Until the Outstandings have been fully discharged the Account Holder shall not withdraw any sums from the Deposit Account PROVIDED THAT where the amount in the Deposit Account exceeds the then prevailing Outstandings, the Account Holder may withdraw such part of the Deposit Account which is in excess of the Outstandings whereupon the credit limit may be adjusted accordingly.
- (g) The term "**Deposit Account**" used herein shall include Singapore Dollar fixed deposit accounts.

29. **General**

Words importing a person import also a sole-proprietorship, partnership or corporation. Where the Account is in the name of two or more persons, the term "**Account Holder**" shall refer to such persons jointly and severally. "**Business day**" refers to a day where the Bank and the major financial centre for the relevant foreign currency are open for business. The headings to these Rules are for ease of reference and have no legal effect.

30. **Amendments**

- (a) The Bank reserves the right from time to time to make such further rules and regulations and such changes in these Rules as it may in its absolute discretion deem necessary or desirable. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. However, in certain cases, including without limitation, changes for administrative or clarification purposes, addition of terms and conditions pertaining to new products and services, or time sensitive situations or situations which are not practicable for notice, the Bank is not obliged to give prior notice.
- (b) Amendments or changes to these Rules may be made by displaying notice thereof in the Bank's premises where the Account is maintained, or by advertising the same in a daily newspaper circulating in Singapore, or by posting notice thereof by ordinary mail to the last known address of the Account Holder or by whatever mode of publicity the Bank in its absolute discretion thinks fit (including but not limited to the telephone, electronic media or television broadcast).
- (c) The Account Holder shall be bound by the amendment or the new Rule(s), whether or not the Account Holder shall have actual notice thereof, from the date of such display, advertisement or posting, or from such date (such date not being earlier than the date of such display, advertisement or posting) as the Bank may decide in its absolute discretion.
- (d) If the Account Holder does not accept any addition, alteration, variation or modification to these Rules, the Account Holder shall discontinue operating the Account and shall promptly close the Account. If the Account Holder continues to operate the Account after such notification, the Account Holder shall be deemed to have agreed to the addition, variation or modification without reservation.
- (e) No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank its rights under any of these Rules or any other applicable terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under these Rules or such terms and conditions.

31. **Compliance and Sanctions**

The Bank may:

- (a) take any action the Bank considers appropriate to meet any obligation under any applicable laws/regulations (including the Anti-Money Laundering Act of 2020 of the United States of America) or requirement by any governmental and/or regulatory authority ("**Authority**"), in connection with preventing any unlawful activity including fraud, money laundering, terrorist activity, corruption, bribery, tax evasion or the enforcement of any economic or trade sanction (including rejecting or refusing to carry out any transaction in relation to the Account, terminating services to the Account Holder and/or closing the Account and making such reports or taking such other actions as we may deem appropriate) without notifying the Account Holder;
- (b) disclose information relating to the Account Holder and transactions in relation to the Account to any Authority without notifying the Account Holder,

and the Bank shall not be liable for any loss, damage or cost which the Account Holder may incur or suffer arising out of or in connection with the Bank exercising its rights hereunder.

32. **Personal Data Protection**

- (a) The Bank's Singapore Personal Data Protection Policy as set out herein and as may be amended and/or substituted from time to time at the Bank's discretion (the "**Personal Data Terms**") is incorporated by reference into and forms part of these Rules, and shall apply to all personal data that the Account Holder provides to the Bank or that the Bank obtains from any other sources or that arises from the Account Holder's relationship with the Bank or any of the Bank's affiliates. The Account Holder may refer to the Bank's website for the latest version of the Personal Data Terms.
- (b) The Account Holder agrees and consents to the Bank's collection, use, disclosure and processing of personal data in accordance with the Personal Data Terms and these Rules.
- (c) Where the Account Holder provides the Bank with the personal data of an individual (other than the Account Holder itself), the Account Holder represents, undertakes and warrants that the Account Holder has obtained that individual's prior agreement and consent to the collection, use, disclosure and processing of that individual's personal data by the Bank in accordance with the Personal Data Terms and these Rules and that the personal data provided by the Account Holder to the Bank is true, accurate and complete.
- (d) Any consent given by the Account Holder in relation to the collection, use, processing and disclosure of personal data shall continue notwithstanding the Account Holder's death, incapacity or dissolution, the termination of any or all of the Account Holder's Accounts and/or the termination of any relationship between the Account Holder and the Bank for any reason whatsoever.

33. **Applicable Law And Proceeding**

These Rules shall be governed by and construed in accordance with the laws of Singapore and the Account Holder irrevocably submits to the non-exclusive jurisdiction of the Courts of Singapore. Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from the Bank shall be instituted by the Account Holder

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solely in the courts of Singapore unless the Bank otherwise agrees in writing and any judgement or order of court made against the Bank shall not be enforceable or executed against any overseas branch of the Bank.

E. RULES GOVERNING FIXED DEPOSIT ACCOUNT

1. Mega International Commercial Bank, Singapore Branch (hereinafter referred to as "**Bank**") may at any time and at its sole discretion refuse to accept any deposit or limit the amount which may be deposited into the Fixed Deposit Account of a customer (hereinafter referred to as the "**Account**") and/or return all or any part of any deposit.
2. All deposits into the Account shall be made in such currency as the Bank may determine in its discretion and shall be not less than the minimum and amount for such currency fixed by the Bank from time to time.
3. All foreign currency notes, cheques, drafts and other instruments deposited into the Account are subject to charges which the Bank may charge therefor (and such charges may be deducted from the proceeds). Cheques, drafts and other instruments shall be on collection basis and the proceeds (less any charges which the Bank may deduct therefrom) will only be credited to the Account upon confirmation of receipt of such funds by the Bank which will then issue a deposit confirmation (hereinafter referred to as the "**Deposit Confirmation**").
4. Cheques, drafts and other instruments deposited by the customer which have been dishonoured may be returned by ordinary post to the customer at its own risk and the Bank shall be entitled to fully recover from the customer all costs and expenses arising from or connected with the dishonour.
5. United States Dollars (hereinafter referred to as "**US\$**") deposits will be accepted for value on the day the currency is purchased from or received by the Bank. Deposits in other currencies will be accepted for value on the next trading day or second trading day.
6. Any placement of deposit must be accompanied with placement period and maturity instructions from the customer. If there are no such instructions by the customer, the Bank will exercise its discretion to place the deposit for any period and automatically renew the deposit and accrued interest upon its maturity at such interest rate as shall be determined by the Bank for a similar period.
7. In the case where placement and maturity instructions are given by the customer, the deposit and accrued interest will automatically be renewed on maturity as such interest rate as shall be determined by the Bank for a similar period unless the customer instructs the Bank otherwise in writing. On renewal, a new Deposit Confirmation will be issued which will supersede the earlier confirmation.
8. Deposit transactions will only be accepted on a trading day. A trading day is defined as any day from Monday to Friday excluding public holidays or banking holidays in the Republic of Singapore or the principal financial centre for the currency concerned.
9. A deposit may be withdrawn only on maturity as specified in the relevant Deposit Confirmation. Withdrawal of the deposit whether partially or in full before maturity may be made only with the consent of the Bank and upon such terms and conditions as the Bank, in its absolute discretion, deems fit.
10. Repayment of deposit upon maturity or payment of interest due to the customer shall be by demand draft or telegraphic transfer, subject only to postage and cable charges. Requests for repayment of deposit upon maturity or payment of interest due to the customer by other means or in foreign currency notes (i.e. currency notes in a currency other than Singapore Dollars) shall be complied with subject to their availability and at the discretion of the Bank. If payment is to be made to a third party, the Bank's normal charges for outward remittance shall apply in addition to postage and cable charges. The Bank may at its discretion deduct all the relevant charges from the proceeds of the deposit before payment is made.
11. The customer must give clear and specific instructions in writing duly signed by it with regard to the renewal, withdrawal and /or disposal of a deposit on maturity. Such instructions must be received by the Bank two (2) trading days before maturity. The Bank shall be entitled to refrain from carrying out such instructions if the signature on any such document appears to the Bank to differ from the specimen signature of the customer or its authorised signatories. All alterations amendments or modifications in such instructions must be confirmed by full signature and the Bank may in its discretion refuse to make payment when the alterations are confirmed by initials only. The Bank shall not be responsible or liable for any loss or damage to the customer by reason of any compliance or non-compliance by the Bank where such instructions are incomplete or ambiguous or where the amount of the deposit is insufficient to cover the total of the Bank's charges and the amount specified in such instructions.
12. No part of the deposits in the Account can be assigned, transferred, charged or pledged to any person other than the Bank whether by endorsement of the Deposit Confirmation or otherwise.
13. The interest rates payable by the Bank on the deposits shall be determined by the Bank from time to time.
14. (a) If the Account is opened in the names of more than one individual, the Bank shall, unless it receives instructions in writing to the contrary, be deemed to hold any credit balance(s) in the Account for the account-holders as joint tenants with a right of survivorship without prejudice to any right the Bank may have in respect of such balance(s) arising from any lien charge pledge set-off counterclaim or otherwise whatsoever the Bank may have, or to any step the Bank may deem is desirable to take in view of any claim by any person other than the surviving account-holder(s).
- (b) If ambiguous or conflicting instructions are received by the Bank from the customers the Bank shall act only upon the instructions of all the customers and until such instructions are received, the Bank shall decline to act without being liable to the customers
- (c) All the liabilities and obligations of the customers to the Bank in respect of such an Account shall be joint and several, and each of the customers agrees with the Bank and each other that that customer is a principal and original debtor both as regards the Bank and as regards each of the other customer(s) for all liabilities and obligation.
- (d) The other Rules contained herein shall apply in like terms to all and each of the customers in whose names such Account has been opened, and references in those other Rules to the customer include references to the customers and any of them.
15. In addition to any general lien or similar right to which the Bank may be entitled by law, it shall be entitled at any time and without notice to the customer to combine, consolidate or merge all or any of the customer's accounts with, and liabilities to, the Bank (whether in Republic of Singapore or elsewhere) whether to the credit of any such accounts in or towards satisfaction of any of the customer's liabilities to the Bank on any account or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint and whether presently payable or not, and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing.

16. Nothing in the arrangements between the Bank and the customer shall be treated as constituting an implied agreement, restricting or negating any lien, charge, pledge, right of set-off or other right the Bank may have existing or implied by law.
17. By applying for the Account, the customer irrevocably and unconditionally authorises and consents to the disclosure of any information concerning customer and the money or other relevant particulars of the Account by the Bank to any person, at any time and for any purpose, including without limitation disclosures to:
- (a) the Bank's parent or ultimate holding company, any of the Bank's affiliates (including branches or head office) whether in or outside Singapore;
 - (b) the Monetary Authority of Singapore and any statutory and revenue authorities in any relevant jurisdiction;
 - (c) any person or organisation whether in Singapore or elsewhere, engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been out-sourced;
 - (d) any person to whom disclosure is permitted or required by the Banking Act 1970 ("**Banking Act**") or to any other person or entity in connection with any statutory provision, law or regulations, including where required by any domestic or overseas regulators or tax authorities to establish the customer's tax liability in any/or the relevant jurisdiction;
 - (e) any of the Bank's potential assignee or transferee;
 - (f) an administrator or executor of the Account, any holder of a joint Account or to any person whom the customer has authorised the Bank to accept instructions from, on the customer's behalf, in relation to the Account ("**Mandatee**"). For Accounts which have been converted from sole name to joint names, the disclosure to the Mandatee/administrator/ executor/the holder of a joint Account shall include disclosing any information relating to and any particulars of the Account(s) and affairs prior to the conversion of the Account(s);
 - (g) any person in compliance with, or whom the Bank in good faith believes is entitled to such relief pursuant to, the order, notice or request of any government agency or authority or courts in Singapore or of a jurisdiction where any of the Bank's overseas branches or offices are situated or where the Bank has assets;
 - (h) any person or organisation for the purpose of collecting and recovering for and on the Bank's behalf, or securing for the customer's benefit or repaying on the customer's behalf, any sums of money owing to the Bank from the customer;
 - (i) in the case of a trust Account, to the beneficiary of the Account;
 - (j) any person who is a recipient of a transaction initiated by the customer (but only to the extent required to identify the customer as the originator of the transaction) or to any person who is a potential sender of a transaction to the customer (but only to the extent required to confirm the customer's identity as the intended beneficiary of the transaction) or to any person who has successfully sent a transaction to the customer (but only to the extent required to confirm the customer's identity as the recipient of the transaction);
 - (k) any person which the Bank believe in good faith to be the customer or the customer's authorised signatory;
 - (l) where the customer is below the age of 18 years, to the customer's parent or legal guardian;
 - (m) the customer's solicitors or legal representatives. For this purpose, the customer agrees that the Bank may reasonably rely on any correspondence from such persons or entities stating to be the customer's solicitors or legal representatives;
 - (n) any person or organisation to clarify or correct any wrongful or erroneous belief, representation or allegation to any third party, whether made by the customer or on the customer's behalf, both in public and in private, regarding any of the Bank's dealings with the customer or otherwise in relation to the Bank's products, processes or policies, regardless of the form of media or platform which may include but is not limited to, published articles, posts, complaints or petitions;
 - (o) any person, corporation, firm, partnership, limited partnership, limited liability partnership, society, association, trade union, institution and other business concern, whether local or foreign, where the Bank in good faith deem it reasonable to make such disclosure;
 - (p) the Bank's auditors and any person or organisation, providing electronic or other services to the Bank and the customer, whether in Singapore or outside Singapore for the purpose of the operation of the said services including but not limited to investigating discrepancies, errors or claims;
 - (q) the police or any public officer conducting an investigation to connection with any offence;
 - (r) any banks, financial institutions, credit reference agencies, credit bureau or any other organisation or corporation or to any member thereof, for the purposes of, without limitation, assessing the customer's credit information;
 - (s) (i) the courts or other judicial bodies in any judicial proceedings (A) concerning the customer, the Account, or (B) to which the Bank is a party where the Account and/or transaction(s) pertaining to the Account may be a relevant issue, and/or (ii) any authority, whether governmental or quasi-governmental or statutory body or to such person(s) as the Bank or any of the Bank's affiliates (including branches or head office) whether in or outside Singapore may be ordered to disclose under the laws of any jurisdiction;
 - (t) such person(s) as may be referred to by law, regulations, guidelines, directives and/or regulatory authorities; and/or
 - (u) the Bank's stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any other documents or items on which the customer's name and/or other particulars appear, or any data or records or any documents whatsoever.
- The Bank's rights under this clause shall be in addition to and without prejudice to the Bank's other rights of disclosures available pursuant to the Banking Act of Singapore (as may be amended or revised from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights. The consent under this clause shall survive the customer's death, incapacity or dissolution, the termination of any or all of the customer's Accounts and/or the termination of any relationship between the customer and the Bank for any reason whatsoever.
18. (a) **The Bank may, at its discretion, at any time (even before the maturity of the deposit) without assigning any reason therefore, close the Account by giving seven (7) days' notice in writing to the customer.**
- (b) Upon such closing of the Account, the Bank shall return to the customer the credit balance, if any, on the Account together with interest payable on the deposit up to the date of the closing of the Account.

- (c) The customer hereby acknowledges and agrees that the Bank shall not be liable to the customer for any loss of profits, or any other loss directly or indirectly caused by the aforesaid closing to the Account.
19. The Bank will use reasonable endeavours to comply with and fulfill any instructions the customer may give the Bank concerning the operation of the Account or in respect of any transaction relating to foreign currency, but the customer hereby acknowledges and agrees that the Bank will not be liable for any loss that the customer may suffer whether directly or indirectly as a result of any inability or failure on the Bank's part to comply with or fulfill any such instructions. Without prejudice to the generality of the foregoing, the customer hereby acknowledges and agrees that the Bank will not have any responsibility for or liability to the customer for any diminution in the value of funds due to taxes or depreciation or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war strikes or other causes beyond the Bank's control. In addition, if the currency's country of origin restricts availability, credit or transfers of such funds the Bank will have no obligation to pay to the customer the funds in the Account, whether by way of demand draft, telegraphic transfer or cash in the relevant currency or any other currency.
20. Without prejudice to any other provisions herein, in the absence to bad faith of the Bank, the customer agrees that the Bank shall not be under any liability for any loss or liability incurred or sustained by the customer unless the same is due to the wilful default of the Bank and the customer agrees to indemnify the Bank and its agents and employees against and hold the same blameless from any expenses, liabilities, claims and demands arising out of anything lawfully done by the Bank or its agent or employees in acting hereunder, and the Bank will not be responsible for any delays in the transmission of orders due to a breakdown or failure of transmission of communication facilities.
21. The Bank may at its discretion (but without obligation to do so, save in respect of instructions given in accordance with paragraph 11 herein) rely on any instructions or communications from time to time given or made or purported to be given or made to the Bank by the customer or its agent, whether by post, telex, telegraph, cable or any other electronic means in connection with the customer's dealings or transactions with the Bank including without limitation the transfer of funds and foreign exchange, buy and sell orders, and any taken by the Bank pursuant to such instructions or communications shall be binding on the customer; and the customer agrees to indemnify and hold the Bank harmless from and against all actions, proceedings, liabilities, claims, demands, losses, damages, charges and costs resulting directly or indirectly from the Bank's reliance in good faith on any instructions or communications.
22. Reports, written confirmations, notices, and any other communications be transmitted to the customer at the address given in the Account Opening Form, or at such other address as the customer shall notify the Bank in writing, and all communications so transmitted, whether by mail, messenger or likewise shall be deemed transmitted when deposited in the mail, or when received by a transmitting agent, whether actually received by the customer or not.
23. The Bank:
- (a) may in its discretion add to, amend or alter any of the foregoing terms and conditions at any time and from time to time. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. However, in certain cases, including without limitation, changes for administrative or clarification purposes, addition of terms and conditions pertaining to new products and services, or time sensitive situations or situations which are not practicable for notice, the Bank is not obliged to give prior notice.
 - (b) Amendments or changes to these Rules may be made by displaying notice thereof in the Bank's premises where the Account is maintained, or by advertising the same in a daily newspaper circulating in Singapore, or by posting notice thereof by ordinary mail to the last known address of the customer or by whatever mode of publicity the Bank in its absolute discretion thinks fit (including but not limited to the telephone, electronic media or television broadcast).
 - (c) The customer shall be bound by the amendment or the new Rule(s), whether or not the customer shall have actual notice thereof, from the date of such display, advertisement or posting, or from such date (such date not being earlier than the date of such display, advertisement or posting) as the Bank may decide in its absolute discretion.
 - (d) If the customer does not accept any addition, alteration, variation or modification to these Rules, the customer shall discontinue operating the Account and shall promptly close the Account. If the customer continues to operate the Account after such notification, the customer shall be deemed to have agreed to the addition, variation or modification without reservation.
 - (e) No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank its rights under any of these Rules or any other applicable terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under these Rules or such terms and conditions.
24. The Bank may:
- (a) take any action the Bank considers appropriate to meet any obligation under any applicable laws/regulations (including the Anti-Money Laundering Act of 2020 of the United States of America) or requirement by any governmental and/or regulatory authority ("**Authority**"), in connection with preventing any unlawful activity including fraud, money laundering, terrorist activity, corruption, bribery, tax evasion or the enforcement of any economic or trade sanction (including rejecting or refusing to carry out any transaction in relation to the Accounts, terminating services to the customer and/or closing the Accounts and making such reports or taking such other actions as we may deem appropriate) without notifying the customer;
 - (b) disclose information relating to the customer and transactions in relation to your Accounts to any Authority without notifying the customer,
- and the Bank shall not be liable for any loss, damage or cost which the customer may incur or suffer arising out of or in connection with the Bank exercising its rights hereunder.
25. (a) The Bank's Singapore Personal Data Protection Policy as set out herein and as may be amended and/or substituted from time to time at the Bank's discretion (the "**Personal Data Terms**") is incorporated by reference into and forms part of these Rules, and shall apply to all personal data that the customer provides to the Bank or that the Bank obtains from any other sources or that arises from the customer's relationship with the Bank or any of the Bank's affiliates. The customer may refer to the Bank's website for the latest version of the Personal Data Terms.
- (b) The customer agrees and consents to the Bank's collection, use, disclosure and processing of personal data in accordance with the Personal Data Terms and these Rules.

- (c) Where the customer provides the Bank with the personal data of an individual (other than the customer itself), the customer represents, undertakes and warrants that the customer has obtained that individual's prior agreement and consent to the collection, use, disclosure and processing of that individual's personal data by the Bank in accordance with the Personal Data Terms and these Rules and that the personal data provided by the customer to the Bank is true, accurate and complete.
 - (d) In the event of any conflict or inconsistency between these Rules and the Personal Data Terms, the provisions of these Rules shall prevail.
 - (e) Any consent given by the customer in relation to the collection, use, processing and disclosure of personal data shall continue notwithstanding the customer's death, incapacity or dissolution, the termination of any or all of the customer's Accounts and/or the termination of any relationship between the customer and the Bank for any reason whatsoever.
26. These Rules shall be governed by and construed in accordance with the laws of Singapore and the customer, by applying for the Account, submits to the non-exclusive jurisdiction of the Courts of Singapore and agrees that service of legal process may be effected by registered mail to the last address notified to the Bank by the customer.

F. SINGAPORE PERSONAL DATA PROTECTION POLICY

Notification Of and Consent To Collection, Use and Disclosure of Personal Data Form

1. Mega International Commercial Bank Co., Ltd. (Singapore Branch) and its related corporations (the "**Bank**") seeks your consent to the collection, use and disclosure of your "**personal data**" on the terms and subject to the conditions herein stated.
2. For the purposes of this Form, "**personal data**" means data, whether true or not, about you, from which you can be identified, or from that data and other information which the Bank has or is likely to have access to. Personal data includes, but is not limited to, data such as your name, identification number, telephone numbers, addresses, email addresses and any other information relating to individuals which you have provided to the Bank.
3. The Bank collects, uses and discloses your personal data for the following purposes in connection with your relationship with the Bank, to the extent applicable:
 - (a) evaluating and processing your request for any of the products and/or services offered or distributed by the Bank (including but not limited to third party products and/or services);
 - (b) evaluating and determining the terms of such offering or distribution, including price and eligibility;
 - (c) providing products and/or services requested;
 - (d) conducting research (whether conducted by the Bank or by a third party) for the purposes of developing or improving products, services, security, service quality, and marketing strategies (including but not limited to that provided by third parties);
 - (e) offering and marketing to you, in various modes, any products, services, special offers, promotions or events provided by the Bank which we think may be of interest to you;
 - (f) managing your business, obligations and relationship with the Bank and the Bank's obligations to you;
 - (g) performing verification and such security checks as the Bank may reasonably require to detect, prevent and/or investigate any crime, offence or breaches of terms of agreements;
 - (h) performing checks with the Do Not Call Registry;
 - (i) generating financial, regulatory, management or other related reports and performance of analytics;
 - (j) meeting or complying with the Bank's internal policies and procedures and any applicable rules, laws, regulations, codes of practice, guidelines, orders or requests issued by any court, legal or regulatory bodies (both national and international);
 - (k) performing audit checks and for legal purposes (including but not limiting to seeking advice and enforcing the Bank's legal rights, drafting and reviewing of documents and facilitating dispute resolution);
 - (l) facilitating any proposed or actual business assignment, transfer, participation or sub-participation in any of the Bank's rights or obligations; handling feedback and/or complaints; and
 - (m) purposes which are reasonably related to the aforesaid.
4. Personal data held by the Bank will be kept confidential and the Bank will make reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying,

modification, disposal or similar risks. However, in order to carry out the purposes listed above, the Bank may, to the extent permitted by applicable law and/or regulation, share personal data with third parties, whether in Singapore or elsewhere. When doing so, the Bank will require them to ensure that personal data so disclosed is kept similarly confidential and secure.

5. In addition to the foregoing, by providing personal data of a third party (e.g. information of next-of-kin, emergency contact, family members) to us, you also represent and warrant that consent from that third party has been obtained for the collection, use and disclosure of that personal data by the Bank for the purposes listed above.
6. Many webpages and mobile applications use "cookies". A cookie is a small text file that a webpage or mobile application can send and store on your computer or mobile device. The Bank uses cookies in some of its webpages to collect information about users of the same (such as session information). You can adjust your browser's settings to disable cookies, but note that in doing so, you may not be able to access certain parts and/or functions of our webpage.
7. You may at any time withdraw any consent given, in respect of the collection, use or disclosure by the Bank of your personal data, for any purpose. If you withdraw any consent given, depending on the nature of your request, the Bank may not be able to carry on certain business and transactions with you, and your withdrawal may result in a breach of contractual obligations or undertakings to the Bank, in which case, the Bank's legal rights and remedies are expressly reserved.
8. The Bank retains your personal data until it is reasonable to assume that the purpose for which your personal data was collected is no longer being served by its retention, and retention is no longer necessary for legal or business purposes.
9. You may request access to, and correction, of your personal data held by the Bank. Depending on the nature and complexity of your request, the Bank may charge a fee for processing your request for access and/or correction. The Bank will inform you of the fee beforehand and take further instructions before it is charged to you.
10. As the Bank relies on your personal data to provide products and services to you, you shall ensure that at all times, the information provided to the Bank is correct, accurate and complete, and you shall update the Bank in a timely manner of any and all changes to the same.
11. Any consent given pursuant to this Form shall not derogate from, and shall be without prejudice to, any other rights which the Bank may have to collect, use and disclose your personal data, and nothing herein is to be construed as limiting the same.
12. The Bank may amend this Form from time to time to ensure that it is consistent with any changes in laws and regulations. The Bank will make available such updated policy at its office in Singapore. All communications, transactions and dealings with the Bank shall be subject always to the latest version of this Form in force at the time.
13. To contact us on any aspect of this Form, please visit us at our office in Singapore or get in touch with Mega International Commercial Bank Singapore Branch-Operation Dept. at TEL 65-62277667; FAX 65-65369773.
14. This Form is written in both the English and Chinese languages. In case of any discrepancy between the two versions, the English Version shall prevail.

G. FORM OF CERTIFIED COPY OF RESOLUTIONS

[Name of Company]
 (Company Registration No. [●])
 (Company incorporated in the [●])
 (the “Company”)

CERTIFIED COPY OF RESOLUTIONS DULY PASSED BY THE BOARD OF DIRECTORS [IN WRITING ON [date]*] / [AT A MEETING HELD AT [venue] ON [date] AT [time]*] (*please delete accordingly)

IT WAS NOTED THAT:

- A. The Company intends to open [current account(s)] [and] [fixed deposit account(s)]* with Mega International Commercial Bank Co. Ltd., Singapore Branch (the “**Bank**”). [*to be deleted if not applicable*]
- B. Copies of the following documents (the “**Documents**”) governing the banking relationship were produced and examined by the Directors of the Company:
 - a. the signature card to be provided by the Company to the Bank (the “**Signature Card**”);
 - b. the Account Opening Form to be provided by the Company to the Bank;
 - c. [the Bank’s Rules Governing Current Account furnished to the Company by the Bank;]* [*to be deleted if not applicable*]
 - d. [the Bank’s Rules Governing Fixed Deposit Account furnished to the Company by the Bank;]* [*to be deleted if not applicable*]
 - e. the declaration of beneficial ownership to be provided by the Company to the Bank;
 - f. the Indemnity for Electronic Communications to be provided by the Company to the Bank; and
 - g. the Singapore Personal Data Policy of the Bank furnished to the Company by the Bank.
- C. The Directors of the Company had declared their interests in the subject matter of these resolutions (if any).
- D. The Directors of the Company took due consideration of the Documents.

IT WAS RESOLVED THAT:-

1. The Directors of the Company have carefully considered and studied the Documents (including the liabilities of the Company arising thereunder) and have decided that it is in the best commercial interest and benefit of the Company that the Company opens and maintains [current account(s)] [and] [fixed deposit account(s)]* with the Bank and that the Documents be executed. [*to be deleted if not applicable*]
2. **Opening of Account(s)**
 - a. That account(s) be opened and/or continued with the Bank.
 - b. The terms of the Documents (and the transactions contemplated by the Documents) be and are hereby approved in all respects.
3. **Authorised Signatories**
 The Company hereby authorises the person(s) specified in the Signature Card (the “**Authorised Signatories**”), in the manner as set out in the Signature Card, as the Company’s representatives in relation to the Bank:
 - a. to accept, sign and deliver (i) the Documents; (ii) all notices, certificates, communications or other documents referred to, required or permitted to be given by or on behalf of the Company pursuant to, under or for the purposes of any of the Documents; and (iii) any other document deemed by such Authorised Signatory(ies) to be incidental to, ancillary to or expedient in connection with any of the Documents;
 - b. to agree such amendments, variations or modifications of any of the Documents or such notices, certificates, communications or other documents as such Authorised Signatory(ies) may in its/its/their absolute discretion think fit;
 - c. to do all acts and things so as to carry into effect the purposes of the resolutions set out in these minutes and/or to give or execute any notices, certificates, communications or other documents on behalf of the Company in connection with any of the Documents or the transactions contemplated by them; and
 - d. to represent and bind the Company in all dealings with the Bank. Without the prejudice to the generality of the foregoing, the Authorised Signatory(ies) (acting in accordance with the Signing Arrangement) shall have full authority to do all or any of the following:
 - i. to open, maintain and operate one or more account(s) of any nature (including without limitation savings, current, investment and deposit account(s)) with the Bank (“**Accounts**”) from time to time in the name of the Company (including without limitation to open and operate time deposit account(s), to renew such time deposit(s) (whether on the same or different terms) and to charge/mortgage such deposit(s);
 - ii. to execute on behalf of the Company and/or to provide such securities or collateral as the Bank may require in relation to the Accounts [(including without limitation, any forms of deposit and withdrawal, memoranda of deposits, letters of trust, mortgage, hypothecation, pledge, trust receipts and securities agreements relating to any securities or property or documents of title relating thereto to secure the said advances and any obligations, undertakings, instructions, guarantees, indemnities, and counter-indemnities, and any other documents which may be required by the

- Bank in connection with the business of the Company]*** and to sign and submit all the necessary instruments therefor; *[*to be deleted if not applicable]*
- iii. to negotiate, accept, sign and deliver for and on behalf of the Company (1) any letter, agreement, form, notice or other documents required by the Bank or expedient in relation to the opening and operation of any Accounts (the **"Further Documents"**); (2) all notices, certificates, communications or other documents (including such assurances, evidence and information) referred to, required or permitted to be given pursuant to, under or for the purposes of the Accounts or Further Documents; (3) any other document deemed by the Authorised Signatory(ies) to be incidental to, ancillary to or expedient in connection with the Accounts or Further Documents;
 - iv. to negotiate and agree to any future amendment, supplement or replacement (whether on the same or different terms) of any of the Accounts and Further Documents or such notices, certificates, communications or other documents as the Authorised Signatory(ies) may in its/its absolute discretion think fit;
 - v. to operate the Accounts, and to give instructions to the Bank and to receive notices and documents from the Bank in relation to the Accounts, make, sign, countersign, execute, acknowledge, accept, endorse and deliver any and all cheques, drafts, notes and documents which the Bank or any relevant authority may require or deem necessary from time to time. Without prejudice to the generality of the foregoing, the Authorised Signatory(ies) shall have the authority (A) to deposit any monies or cheques or promissory notes or other instruments related to the payment and movement of monies into all or any of the Accounts, and to close all or any of the Accounts; (B) to draw any monies or cheques or drafts or commercial papers or any other instruments related with the payment of monies which is paid by the Bank or through it and to accept it and pay it and to give any instructions or directions in writing or by cable for the withdrawal of any amounts deposited at any time and to transfer the same and to dispose of it even if such withdrawal or withdrawals may lead to any of the Accounts to be overdrawn and indebted to the Bank;
 - vi. to do all acts and things and execute and/or sign, and deliver, all agreements, transfers, assignments, contracts, forms, deeds, instruments, notices, certificates, communications or other documents which the Bank or any relevant authority may require or deem necessary from time to time in connection with the Accounts;
 - vii. to do and execute such acts, deeds and things which the Authorised Signatory(ies) may deem necessary, expedient or proper in connection with the Accounts; and
 - viii. to otherwise represent and bind the Company in all dealings with the Bank.
4. **Facilities, Overdrafts and Credit**
That, in connection with the account(s) opened with the Bank, the Company acting through its Authorised Signatory(ies) may:
- a. borrow money and obtain credit and overdrafts for the Company from the Bank on any terms and to sign make and deliver on behalf of the Company notes, drafts, acceptances, instruments of guarantee, agreements, forms of deposit and withdrawals, letters of trust and hypothecation and any other obligations, undertakings, instructions, indemnities, and counter indemnities and any other documents which may be required by the Bank in connection with the Company's business and in a form satisfactory to the Bank;
 - b. pledge, assign and deliver, as security for money borrowed or credit or overdraft obtained, stocks, bonds, bills receivable, accounts, debentures, mortgages, merchandise, bill-of-lading, warehouse receipts, insurance policies, certificates, and any other property held by or belonging to the Company with full authority to endorse, assign or guarantee the same in the name of the Company
 - c. discount any bills receivable or any document held by the Company with full authority to endorse the same in the name of the Company;
 - d. withdraw from the Bank and give receipts for and deal with and to authorise the Bank to deliver to bearer or to one or more designated persons, all or any documents and securities or other property held by it, whether held as security or for safe-keeping or for any other purpose; and
 - e. authorise and request the Bank to purchase or sell for account of the Company, stocks, bonds and other securities.
5. **Bank's Rules governing the operation of[Current Account(s)][and][Fixed Deposit Account(s)]* *[*to delete as applicable]***
That the Company be bound by [the Bank's Rules Governing Current Account] [and] [the Bank's Rules Governing Fixed Deposit Account]*, and by any subsequent amendments, variations, additions and changes whatsoever as the Bank may in its absolute discretion and without notice make from time to time. *[*to be deleted if not applicable]*
6. **Memorandum and Articles / Constitution**
That the Bank be furnished with a certified copy of the Company's Memorandum and Articles of Association (or Constitution as the case may be) and with copies of any amending special resolutions that may from time to time be passed forthwith at the Bank's request.
7. **No Amendment or Cancellation**
That these Resolutions be certified by any two of [the Chairman/Director(s) and the Secretary]* of the Company and provided to the Bank, and a certified copy thereof communicated to the Bank. The Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it (including legal costs on a full indemnity basis) continuing to act in reliance of these Resolutions and the Bank shall not be required to make any enquiries whatsoever until such time it receives notice from the Company that these Resolutions have been amended or cancelled. *[*to be deleted or completed as applicable]*

Corporate

I/We, the Director(s) / Company Secretary of the Company, HEREBY CERTIFY that the foregoing Resolutions have been duly passed and entered in the minutes book and signed therein by the Chairman of the Meeting of the Board of Directors and any other records as required by the Articles (or Constitution as the case may be) of the Company, and are in compliance with the Articles (or Constitution as the case may be) of the Company and that such Resolutions have not been amended or revoked and are still in full force and effect in all respects.

Dated this _____ day of _____ (month) _____ (year)

Signed by *Chairman / Director of the Company
Name:

Signed by *Director / Secretary of the Company
Name:

*[*to be deleted or completed as applicable]*

H. FORM OF INDEMNITY FOR ELECTRONIC COMMUNICATIONS

To: **Mega International Commercial Bank Co., Ltd.**
Singapore Branch

Dear Sirs

INDEMNITY FOR ELECTRONIC COMMUNICATIONS

1. We request and authorise the Bank to rely and act upon, as original, with or without independent verification, any communication or instructions or document(s) that we transmit or purport to transmit to the Bank by any electronic transmission acceptable to the Bank. We hereby irrevocably and unconditionally agree that the Bank may, but is not obliged to, accept and deem as original in all respect and for all purposes and act upon or carry out such communication or instructions or document(s) received from us through electronic transmission, which on its face bears the approved authorised signatory(ies)/signature(s) which appears or on verification to be or purport to be, in the Bank's sole and absolute discretion to be similar to the specimen signature cards held with the Bank (the "**Authorised Signatory(ies)**").
2. The Bank shall be authorised to process the following transaction(s) via electronic transmission withdrawal, limited to the amount of US\$ _____ or equivalent foreign currency, for each transaction, and to transfer the funds to a third party's account as per the instructions of the undersigned.

• Fund Transfer • Foreign Exchange Settlement • Foreign/Local Remittance

3. We agree that the Bank may, but shall not be under any duty to, seek confirmation of any electronic communication or instructions or document(s) prior to acting upon them. Such confirmation may be obtained by telephoning any Authorised Signatory(ies) or any of the following contact persons at the following number(s):

Name of contact persons	Telephone Number(s)

We agree to inform the Bank in writing of any changes to the contact persons and/or the telephone number(s).

4. We undertake and further agree that if the Bank has tried but has failed to make contact with a signatory named in paragraph 3 above for any reason or has not been supplied with the confirmation of the electronic communication or instructions or document(s) which has been requested, the Bank may in its absolute discretion refuse to act upon the communication or instructions or document(s) concerned.
5. The Bank is entitled (but not bound) to rely upon and deem the instructions or communication or document(s) received by the electronic communication channels as an original instrument, authorised by and binding upon us in all respects and for all purposes without waiting for a confirmation by letter or the original instruction in writing or any inquiry on the Bank's part as to the authority or identity of the person(s) giving or making or purporting to give or make such instructions or communication or document(s) and regardless of the circumstances prevailing at the time of such instructions or communication or document(s).
6. In the event of any discrepancy between any electronic instructions or communication or document(s) received and acted on by the Bank and a hard copy of the same, the electronic instructions or communication or document(s) received and acted on by the Bank shall be deemed to be the conclusive evidence of such instructions or communication or document(s) given by us and the Bank shall not be responsible in any manner for any losses, liabilities, expenses, claims or damages arising from such discrepancies.

7. We are aware that signature(s) on instructions or communications or document(s) received by electronic communication channels may be superimposed fraudulently or without proper authority when electronically communicated to the Bank and we/I shall give you such electronic instructions assuming such risks. The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by us as a result of the Bank acting upon such electronic instructions so long as the signature(s) appearing on any such electronic instructions appear on verification to be or purport to be, in the Bank's sole and absolute discretion to be similar to the Authorised Signatory(ies).
8. We acknowledge and confirm that we are aware of the very nature of telecommunications services, and accept the risk of equipment malfunction including but not limited to paper shortage, transmission errors, omissions, distortions or lack of clarity in the instructions or communications or document(s). The Bank shall not be responsible in any manner for any losses, liabilities, expenses, claims or damages for or in respect of any electronic instructions or communications or document(s) carried out or acted upon by the Bank arising from or connected with any equipment malfunction, including but not limited to paper shortage, misunderstandings, transmission errors, omissions, distortions or lack of clarity in the instructions or communications or documents(s). We irrevocably authorise the Bank to debit our account of any charges, losses or expenses.
9. Proof of dispatch of electronic instructions by us shall not constitute proof of receipt of such instructions by the Bank. The Bank may at any time, at its own discretion, refuse to execute our instructions or any part thereof, without giving any notice, without assigning any reason thereon and without incurring any responsibility for loss, liability or expenses arising from such refusal.
10. In consideration of the Bank agreeing to act on the authorisation set out herein, we hereby irrevocably agree to fully indemnify the Bank and its officers, employees, agents and correspondents at all times, against any and all claims, demands, actions, proceedings, damages, losses, costs, liabilities, payments and expenses (including but not limited to legal fees and expenses on full indemnity basis) which the Bank may suffer or incur, directly or indirectly, arising out of anything done or omitted to be done pursuant to its reliance on electronic any such instructions or communication or document(s), as set forth in this letter, and we shall reimburse the Bank any sums on demand.
11. We hereby waive any rights, claims, actions, or proceedings that we may have against the Bank for any losses, damages or liabilities we may suffer or incur as a consequence or in connection with this letter or any notice, demand, instruction or other communication.
12. We acknowledge that the Bank already have a right of set-off or lien arising under law against my/our other accounts, whether in Singapore or elsewhere, held with the Bank, even though the credit balances may not be in the same currency.
13. Where the Customer consists of more than one person, their obligations and liabilities hereunder shall be joint and several. Where the Customer is a corporate or other business entities, the term "the Customer" shall mean the corporate entity, the person, and/or persons from time to time carrying on business in the name of such firm. References to "**the Customer**" shall include the Customer's successor and assign.
14. No failure or delay by the Bank in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by the law. If any form or condition herein becomes illegal, invalid or unenforceable, the remaining terms and conditions shall not be prejudiced thereby. This indemnity will be in force until we give the Bank a written notice to terminate or withdraw from these services and/or upon closure of the account(s). Any such notification to terminate or withdraw from these services will require at least one (1) business day to take effect. "**Business day**" means a day (excluding Saturdays, Sundays and Public Holidays) on which commercial banks are open for business in Singapore.
15. The rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of Republic of Singapore. We agree to submit to the non-exclusive jurisdiction of the Courts of Singapore but the Bank shall be entitled to enforce this indemnity in other courts of competent jurisdiction as the Bank may select in its absolute discretion.

16. For the avoidance of doubt, any reference to “**electronic**” shall include email and any instructions or communication or document(s) addressed to the Bank that has been attached to such email.
17. The existing provisions of authorisation and indemnity shall remain in full force and effect until the Bank receives notice of termination in writing from us, save that such termination will not release us from any liability under this letter and indemnity in respect of any act done or performed or carried out or any step taken by the Bank in accordance with the terms of this letter prior to the date of such termination or date of receipt of such notice whichever is later.

Yours faithfully,

Account No.: _____

Applicant Name: _____

Signed for and on behalf of Applicant

Signature of Authorised Signatory of Applicant:

Name:

Designation:

Date:

Signed for and on behalf of Applicant

Signature of Authorised Signatory of Applicant:

Name:

Designation:

Date:

Witnessed by

Signature of Witness:

Name:

Designation:

Date:

BANK Email: megasgrem@megaicbc.com or obssgp@megabank.com.tw

BANK FAX No.: (65) 6536-9773 or (65) 6227-1858